



## KBC Private Banking – Global Service Agreement

### General section

This agreement is contracted by

☐ **natural person**

- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_

If this agreement covers portfolios that are split into usufruct and bare ownership, it will be signed by the bare owner(s) and the usufructary(ies), despite the fact that solely the bare owner(s) is/are specified and identified as the contracting party.

☐ **partnership – unincorporated association – entity with joint ownership of property** *with more than two members*

name \_\_\_\_\_

☐ **legal person**

- name \_\_\_\_\_
- legal form \_\_\_\_\_

Further identified in the personal section,

**(the 'client' or 'you')**

**and**

KBC Bank NV, with registered office at Havenlaan 2, 1080 Brussels, VAT BE 0462.920.226, RLP Brussels, FSMA 026256 A, a regulated company licensed as a credit institution by the National Bank of Belgium, de Berlaimontlaan 14, 1000 Brussels.

KBC Bank NV acts here through its KBC Private Banking branch:

**Your contact**

KBC B ANALYTICS & PROJECTEN PA RB - LEUBRUST - - - Belgium

1/18

street and number- \_\_\_\_\_  
postcode and town/city \_\_\_\_\_  
branch e-mail \_\_\_\_\_  
branch telephone \_\_\_\_\_  
branch fax \_\_\_\_\_  
duly represented by \_\_\_\_\_  
first name, surname Private Banker \_\_\_\_\_

**referred to as 'KBC Bank'.**

## **In which the parties agree as follows**

### **Article 1 – Purpose of the agreement**

KBC Bank offers you personal services. This agreement lays down the services that you can expect from your KBC Private Banking branch and determines the rules governing your relations with KBC Bank.

This agreement consists of a general section and a personal section. The personal section contains your choices and other matters. You may alter your choices whenever you wish by signing off on a new personal section or in such other written or electronic manner provided by KBC Bank. If this agreement is entered into by two spouses, you can both alter the choices made by either of you.

### **Article 2 – Your Private Banker**

A personal private banker is allocated to you who can answer all your questions on the Private Banking service.

### **Article 3 – Private Banking service**

The Private Banking service consists of investment services, access to tax and legal expertise and numerous other complementary services.

You have the choice in terms of investment services between Private Banking Investment Advice or asset management at KBC Asset Management NV.

If you choose KBC Private Banking Investment Advice, KBC Bank will give you advice on your KBC Private Banking Advisory Portfolio. You decide yourself whether or not to follow the advice. You can populate your KBC Private Banking Advisory Portfolio using the following building blocks:

- a **Strategy Plus** investment fund, an actively managed investment fund that strictly follows the investment strategy developed by the fund managers of KBC Asset Management NV. You will then be kept systematically informed of the investment decisions that the fund managers take. This ensures that your assets are invested in an optimum manner at all times, taking account of market conditions, and you know exactly how KBC Asset Management is managing your fund. You enjoy maximum convenience;
- **Focus** products that allow you to take advantage of particular themes, regions, currencies and market opportunities. KBC Bank offers a wide range of investment instruments and will provide you with regular buying and selling advice. However, you will only receive proactive buy proposals on shares if you choose the extended share service from article 7. If you do not choose this service, you will only receive the basic share service in article 7. KBC Bank will also take your personal focus into account in its investment advice. That way, you are always in control.

If you opt for asset management at KBC Asset Management NV, certain conditions apply, including a minimum investment amount. In that case, a separate agreement is signed with KBC Asset Management NV. Your private banker can explain the terms and conditions to you in more detail.

Access to legal and tax know-how and other supplementary services is detailed further in this agreement.

### **Article 4 – Investment advice, investment profile and investment strategy**

The financial instruments on which KBC Bank provides investment advice are included in your KBC Private Banking Advisory Portfolio. In addition to your investments, your KBC Private Banking Advisory Portfolio also includes cash.

KBC Bank advises you on the basis of a portfolio approach. The portfolio approach means, inter alia, that KBC Bank takes into account the maximum risk you are prepared to take for an individual investment and your risk preference at full portfolio level:

- the product rating of each investment may not be higher than the maximum rating permitted by your investment risk preference;
- the portfolio rating may not exceed the maximum rating permitted by your portfolio risk preference. The portfolio rating is the weighted average of the product ratings for your investments and the cash available for investing in your portfolio.

Your portfolio risk preference and your investment risk preference are determined in your investment profile.

KBC Bank takes your investment profile into account when giving its investment advice. You undertake to update your investment profile so that you always have a valid investment profile. KBC Bank undertakes to ask you to update your investment profile if KBC Bank knows or should know that the information it possesses is obviously outdated, inaccurate or incomplete.

Each investment profile has an individual investment strategy. The most important element in every investment strategy is the investment spread across various instruments, markets, currencies and/or debtors.

If you prefer not to adhere to the investment strategy associated with your investment profile, you can opt to deviate as follows from the standard investment strategy:

- 100% cash portfolio, in the case of a highly defensive portfolio risk preference;
- 100% bond portfolio, in the case of a defensive portfolio risk preference;
- 100% equity portfolio, in the case of a highly dynamic portfolio risk preference.

The selected investment strategy only applies as long as it matches your portfolio risk preference. If you hold an extra portfolio, you may choose a (different) investment strategy that is in line with or lower than your portfolio risk preference. If your portfolio risk preference changes, this can mean that a strategy you have chosen previously ceases to meet these conditions and that you will have to make a different choice.

Your portfolio risk preference and the chosen investment strategy for each portfolio are mentioned in the personal section of this agreement or in another document issued by KBC Bank.

In the event that, on your death, your heirs and any persons contracting along with you should continue this agreement in accordance with Article 11, a new investment profile will have to be created. In the absence of a new investment profile, KBC Bank will no longer be able to furnish you with investment advice, which means that no further orders to purchase financial instruments under advice can be executed. KBC Bank cannot be held liable in this regard.

If this agreement is entered into by one or more bare owners together with one or more usufructuaries, the investment profile will be based on the details of the bare owner(s). The one or more bare owners together with the usufructuary(ies) may opt for a (different) investment strategy, equal to or lower than the portfolio risk preference of the bare owner(s). If there are several undivided bare owners, all bare owners together with the usufructuary(ies) may elect to base the investment profile on the usufructuary(ies) details. The investment strategy can also be determined by the usufructuary(ies) in this case. You make your choice in the personal section of this agreement.

Certain investments may have tax implications for you. This may also be the case where KBC Bank, as an intermediary, is not responsible for reporting or deduction of tax. This may include capital gains or other taxes payable abroad, or tax return obligations that are incumbent on you, for example in cases where certain investments qualify as speculative. KBC Bank does not give you personalised tax advice on these aspects. If you feel it is necessary, you should seek specialist tax advice on this yourself.

## **Article 5 – Financial instruments on which KBC Bank does not offer investment advice**

KBC Bank does not provide investment advice on:

- shares issued by KBC Group NV or its affiliated companies;
- financial instruments issued by companies on KBC Group's exclusion list. This list can be found on [www.kbc.com](http://www.kbc.com) – search term « blacklist »;
- financial instruments you hold with Bolero;
- financial instruments you purchase and/or hold without advice from KBC Bank in your KBC Private Banking Informative Portfolio, and
- your positions in asset management at KBC Asset Management NV.

The financial instruments for which KBC Bank does not give investment advice do not form part of your KBC Private Banking Advisory Portfolio. They must be placed in your KBC Private Banking Informative Portfolio, with your Bolero positions and/or in your KBC Asset Management Portfolio.

However, at your request KBC Bank will provide reports via:

- the Bolero Informative Portfolio for an overview of your Bolero positions;
- the KBC Private Banking Informative Portfolio for an overview of your positions on which KBC Bank does not give investment advice, other than your Bolero positions;
- the KBC Asset Management Portfolio for an overview of your positions in asset management at KBC Asset Management NV;
- the KBC Private Banking Informative Fusion Portfolio for an overall view of all your positions in all your portfolios, regardless of whether KBC Bank gives advice on them.

This reporting contains only information, including regarding returns, but contains no investment advice.

KBC Bank only provides buying advice for financial instruments that are monitored by KBC Bank. If KBC Bank ceases to monitor a financial instrument that is part of your KBC Private Banking Advisory Portfolio, you will therefore only receive Hold or Sell advice regarding that instrument.

## Article 6 – Periodic suitability assessments

KBC Bank periodically carries out suitability assessments of your KBC Private Banking Advisory portfolio. A portfolio report is drawn up on this information and sent to you by digital means or in paper form.

The periodic suitability assessment comprises an appraisal of your portfolio based on your investment profile, the investment strategy you have chosen, the savings and investor's accounts and investments included in your portfolio, and any preferences for investments mentioned in your portfolio overview.

Portfolio reports contain:

- a detailed breakdown of your portfolio;
- a valuation of your portfolio based on an indicative valuation;
- the results of the periodic suitability assessment; and
- a summary of the five largest positions contributing to equity exposure and the portfolio score.

KBC Bank provides you with the opportunity to discuss the portfolio report on request. If any risks are identified in your portfolio during these suitability assessments, KBC Bank will act on its own initiative to rectify the situation.

In addition to the periodic suitability assessment, you will receive a portfolio report once a year together with the Annual Overview of Investment Costs.

## Article 7 – Basic share service and extended share service

If you have shares in your KBC Private Banking Advisory Portfolio, KBC Bank offers you the basic share service at the basic percentage advisory fee by default. You will receive proactive sell advice. Purchase advice is given only at your request.

If you have a specific interest in shares, you can opt for an extended share service at a higher percentage advisory fee. KBC Bank offers its extended share service only to customers with at least 150 000 EUR in shares in their KBC Private Banking advisory portfolio.

This service consists of:

- proactive share advice: KBC Bank will regularly provide you with personalized buy and sell proposals on your shares;
- relevant information: you receive a regular mailing with KBC Bank's favorite stocks. This information is not investment advice but only contains general recommendations.

## Article 8 – Financial guidance

You have access to financial guidance. The financial guidance is based partly on the data provided to KBC Bank by you.

Financial guidance may consist of the provision of information or personalised advice and is purely indicative, with KBC Bank NV bearing no responsibility whatsoever. You remain fully responsible for the consequences you attach to it.

## Financial projection

Your Private Banker can make a financial projection for you. It provides a greater insight into your short- and long-term income and expenditure patterns and how you can maintain your desired standard of living.

## Inheritance planning

If you would like information on matters such as donating, lasting power of attorney or inheritance rights for different forms of cohabitation, you can approach your Private Banker. They offer a number of valuable tools, such as clear fact sheets, brochures and check lists with tips to guide you through the necessary steps.

KBC Bank provides you with information about relevant themes on the subject of inheritance planning.

Your Private Banker can also refer you to a KBC financial planning adviser, who will provide you with personalised advice on the overall optimisation of your assets. This advice is regulated by the Act of 25 April 2014 on the provision of financial planning advice.

The legislation covers the following areas, unless it is agreed at your explicit request that not all of them need to be included:

- your situation in terms of the civil law (e.g., inheritance law or the marital property regime applicable to you);
- your tax situation (e.g., the inheritance tax payable on your death);
- your situation relative to social security and a secure means of subsistence;
- the economic and financial context.

KBC Bank will ask you in this context to provide all the necessary information and relevant documentation, in writing or digitally, regarding your personal situation (family, professional and financial) and your financial planning goals and requirements.

KBC Bank respects the legal code of conduct for the provision of financial planning advice, as also set out in the General Banking Terms & Conditions:

- makes fair, reasonable, professional endeavours to protect its clients' interests at all times;
- always ensures that all information is correct, clear and not misleading, and clearly identifies advertising material as such;
- in the provision of financial planning advice, treats its non-business clients as consumers within the meaning of Book VI of the Economic Law Code and acts in line with those rules;
- provides clients with all the requisite pre-contractual information and only issues financial planning advice if they have entered into contractual relations (e.g., they have signed this agreement);
- issues a clear, complete written or digital report on the financial planning advice;
- compiles a dossier for each client containing all written or digital documents and keeps it for at least five years after termination of this agreement.

KBC Bank gives financial planning advice exclusively in its clients' interests and therefore takes all reasonable steps to identify and manage conflicts of interest between it and its clients and between clients and other clients. KBC Bank identifies a conflict of interest wherever KBC Bank or its staff:

- can obtain financial profit or avoid financial loss at a client's expense;
- could have an interest in the result of a transaction proposed to a client that is contrary to the client's interests in that result;
- could have a financial or other driver for allowing the interests of another client or group of clients to prevail over the interests of the client in question;
- could be a business competitor of the client's.

To rule out the possibility that your interests could be harmed, KBC Bank has taken certain measures in terms of its organisation and administration, such as a clear separation of tasks and powers (financial planning adviser, Private Banker).

## Business advice

If you would like information about key moments in the life cycle of your business such as starting a business, taking over a business, switching from a sole-trader business to a company, the management of liquid assets, cash extraction, restructuring, handing over your business to family or selling it to outsiders or winding up your business, you can approach your Private Banker. They offer a number of valuable tools, such as clear fact sheets, brochures and check lists with tips to guide you through the necessary steps.

KBC Bank provides you with information about relevant themes on the subject of your business.

Your Private Banker can also refer you to a KBC business taxation adviser, who will provide personalised advice on the optimisation of your business assets.

## Real estate advice

If you would like information about themes such as acquiring, owning, managing and transferring real estate, you can approach your Private Banker. They offer a number of valuable tools, such as clear fact sheets, brochures and check lists with tips to guide you through the necessary steps.

KBC Bank provides you with information about relevant themes on the subject of real estate.

Your Private Banker can also refer you to a KBC real estate strategist, who will provide personalised advice on the optimisation of your real estate assets.

## Article 9 – Supplementary services

KBC Bank offers you a broad package of services for your assets as a Private Banking client. You yourself decide which services you wish to take up. The package of services includes the following:

- transactions in certain financial instruments set aside exclusively for KBC Private Banking clients;
- access to specialist credit advice;
- all-inclusive payment service, consisting of a KBC-Plus account, debit cards and either the KBC Platinum Credit Card or the KBC Credit Card with Shopping and Travel Package (only for KBC Private Banking clients who are private individuals); \*
- free KBC Asset Insurance for the KBC Custody Account of your choice (only for KBC Private Banking clients who are private individuals);
- the possibility of having your insurance policies screened by a specialist; \*
- access to the KBC digital applications; \*
- access for your children to the KBC Family Service;
- access to KBC Bank's charity-donation service;
- access to financial guidance – comprising a financial projection, inheritance planning \*, business advice and real estate advice – as described in Article 8 of this agreement.

Your private banker can explain this package of services in further detail. The supplementary services marked with a \* are also available separate from this agreement.

KBC Bank may also regularly make information available to you about specific services provided under the KBC Private Banking service, including digital newsletters. These communications are for information purposes only and do not constitute investment advice. At most, they contain general recommendations.

## Article 10 – Investment and credit transfer orders

There are a number of ways to issue instructions and orders. However, not every channel is available for each investment or credit transfer order. The possible channels are:

- the KBC Bank's digital applications;
- in writing, by signing a special form provided by KBC Bank;
- verbally, by calling your KBC Private Banking branch or a call centre (e.g., KBC Live, which also allows you to conduct an online video conference or chat conversation).

The General Banking Terms & Conditions contain further details of the rules and the terms and conditions applying to credit transfer orders. Investment orders must be given by you, and are executed by KBC Bank, in accordance with the rules set down in the Regulations governing Transactions in Financial Instruments, the Best Execution Policy and the General Banking Terms & Conditions. Copies of these documents are always available from your KBC Private Banking branch or at [www.kbc.be/regulations](http://www.kbc.be/regulations).

## Article 11 – Service fee

The fee for the KBC Private Banking service is made up of two standard components:

- a **fixed annual fee**: the amount can be found in the KBC Private Banking Schedule of Investment-Related Fees. The amount of the service fee and the date on which it is first applied is set out in the Personal section of this Agreement. In all cases, the fee applies for the ensuing period of one year. On termination of this Agreement, KBC Bank will reimburse to you on a pro rata basis the fee already paid for each month following the month in which the Agreement terminates;

- a **percentage fee based on the positions in your KBC Private Banking Advisory Portfolio**: the fee for each product category can be found in the KBC Private Banking Schedule of Investment-Related Fees.

If you chose the extended share service, you pay a higher percentage advisory fee. You can choose between two rates: a rate that does not include stock transaction fees or a higher all-inclusive advisory fee that does include them. You can find the different rates in the Overview of Rates in the framework of investments in Private Banking.

The advisory fee or all-inclusive advisory fee is calculated monthly based on the total value in euros of the shares held in your KBC Private Banking Advisory Portfolio at the end of the month. No fee will be charged for the month in which this Agreement is concluded. Fees and charges are invoiced and applied on a quarterly, half-yearly or annual basis.

The Personal section of this Agreement determines what is applicable to you.

You authorise KBC Bank to debit the fee from the current account referred to in the personal section of this contract or any other account held in your name at KBC.

KBC Bank may change the fee at its discretion, according to Article 14.

## Article 12 – Overview of fees

In addition to the fee referred to in Article 11, KBC Bank can charge you other specific charges linked to financial instruments, transactions and orders. You can find these in the Overview of fees in the framework of investments. You recognise that KBC Bank informed you about all applicable charges and their sum total before you signed this agreement. You also received an illustration reflecting the impact on yield, for both individual investments and an investment portfolio.

## Article 13 – Term

No time limit is placed on this agreement and it comes into effect on its being signed. Either party can terminate the agreement at any time.

You may terminate this agreement entirely or relative to one or more portfolios in writing. Termination takes effect from the date stated in the document.

Termination of the Agreement by KBC Bank will be effected in writing, subject to seven banking days' notice, unless agreed otherwise at the time of termination. If KBC Bank, pursuant to Article I.31.2 of the General Banking Terms & Conditions, terminates the relationship with the customer immediately, completely and without notice (e.g. in the event of a breach of the identification obligation, serious breach of contract, fraud, money laundering, etc.), that immediate termination also applies to this Agreement.

Upon your death, any joint contracting parties and your heirs will continue this agreement in their common interests until such time as all of your assets held at KBC Bank pass to your heirs. Once that happens, this agreement automatically comes to an end.

This article does not apply to your accounts and insurance policies, which, instead, are governed by the relevant regulations and general (terms and) conditions.

## Article 14 – Changes made by KBC Bank

KBC Bank is free to make changes to this agreement at any time. KBC Bank informs you of changes in writing one month before the revised agreement is set to come into effect. You are regarded as agreeing to the changes if you do not terminate this agreement in accordance with Article 13 within a month (the time between notice of the changes and their application).

This article does not apply to your accounts and insurance policies, which, instead, are governed by the relevant regulations and general (terms and) conditions.

## Article 15 – Means of communication

KBC Bank may use e-mail, text messages and other electronic carriers and/or digital applications to provide product and other information and investment recommendations and investment advice. In order to take full advantage of KBC Private Banking, you will need an Internet connection and certain software (for example to enable you to read documents in PDF format).

You accept that you receive messages immediately KBC Bank sends them by these means of communication. Messages sent using these means of communication can get lost or distorted or be delivered late. However, KBC Bank declines liability for any resulting consequences or losses.

You can also ask your Private Banker for all KBC Bank information on paper, free of charge.

## Article 16 – Opening accounts

You authorise KBC Bank to open KBC Custody Accounts and/or KBC Investor's Accounts and/or KBC Investment Plan Accounts and/or KBC Asset Management Accounts and/or KBC Term Investment Accounts on behalf of one or more contracting parties. KBC Bank notifies you of newly opened accounts (e.g., in a recorded telephone call).

All accounts are governed by the General Banking Terms & Conditions and the regulations, terms and conditions referred to therein. In addition, the following accounts are also governed by the following regulations:

- the KBC Custody Account by the KBC Custody Account Regulations;
- the KBC Investor's Account by the KBC Investor's Account Package Regulations;
- the KBC Investment Plan Account by the KBC Investment Plan Regulations;
- KBC Term Investment Account by the Term Investment Regulations.

These are the same documents that apply to any KBC Custody Account(s) and/or KBC Investor's Account(s) and/or KBC Investment Plan Accounts and/or KBC Asset Management Account and/or KBC Term Investment Accounts you might have. In signing this agreement, you confirm that you have received copies of, read and understood and agree to be bound by these documents. You can obtain additional copies from your KBC Private Banking branch or at [www.kbc.be/regulations](http://www.kbc.be/regulations) at any time.

If you would like to take out KBC Account Insurance for your KBC Investor's Account(s), tell your private banker, who will give you the documents you need to sign.

You are entitled to KBC Asset Insurance over your KBC Custody Account(s), as provided in Article 9. You yourself decide the KBC Custody Account over which you want cover.

## Article 17 – Protecting your data

KBC Bank endeavours to ensure legal compliance by always processing your personal data in a manner that is lawful, fair and transparent. Details of how KBC Bank processes and shares your personal data are set out in its privacy statement. It also tells you about your rights and how to exercise them. The privacy statement is available at [www.kbc.be/privacy](http://www.kbc.be/privacy), at your branch or from your insurance intermediary, and is updated frequently.

Specifically, KBC also uses your details for the purpose of providing you with the advisory investment services, with tax and legal expertise and with supplementary services defined in this agreement. You may also receive regular communications under the KBC Private Banking service. You can unsubscribe from some of these communications by following a link in those e-mails, via your KBC electronic banking app or by contacting your private banker.

Your choices concerning certain information do not affect the choice you make with regard to direct marketing by KBC.

## Article 18 – Other applicable KBC documents

This agreement is furthermore governed by the General Banking Terms & Conditions, the regulations referred to therein, the product regulations, the "Investment Advisory Approach" information document and the Overview of fees in the framework of investments. In signing this agreement, you confirm that you have received copies of, read and understood and agree to be bound by these documents. Additional copies may be obtained at any time from your KBC Private Banking branch or at [www.kbc.be/regulations](http://www.kbc.be/regulations).

In the event of conflict between this agreement and said documents, the terms of this agreement will prevail in all cases.

If you have previously entered into a KBC Private Banking Agreement with KBC Bank, this agreement fully supersedes that earlier agreement.

## Article 19 – Governing law – jurisdiction

This agreement is governed by Belgian law.

The Brussels courts have jurisdiction over all disputes. You can find information about the terms and procedures for out-of-court complaints procedures in the General Banking Terms and Conditions.



## Article 20 - Customers located outside the European Economic Area

If your place of residence or registered office is or will be located outside the European Economic Area (EEA), any service provided by KBC Bank will only be carried out at your initiative. If you are a customer located outside the EEA, you understand and accept that KBC Bank is not locally licensed in your country of residence and that you may therefore enjoy less protection than if you were to purchase the same services from a bank in your home country. The reasons for this include the following:

- all or almost all of the bank's assets are not located in the country outside the EEA where you are incorporated or reside;
- it may be more difficult for you to enforce your rights because the head office of KBC Bank is located in Belgium;
- Belgian law applies and the Belgian courts have jurisdiction;
- you will not receive specific product advertising material outside the EEA for any other products or services.

## Article 21 – Remote selling/Agreement concluded off our sales premises – right to withdraw

Where this agreement is concluded via a remote channel or off the sales premises of KBC Bank and you are a consumer, you have the right to withdraw from the agreement within a period of 14 calendar days, without penalty and without having to state a reason. This period begins on the date on which you signed the agreement or the date on which you received the contract conditions, if this is later. You can exercise your right to withdraw by sending an unequivocal written notice of this fact by post or e-mail to your KBC branch at any time before the cooling-off period ends.

In the case of an agreement concluded off our sales premises, you may also use the model withdrawal form that is available at [www.kbc.be/regulations](http://www.kbc.be/regulations).

All payments that KBC Bank receives prior to that moment will be refunded no later than 14 calendar days after notification of your decision to withdraw.

By signing this agreement, you expressly request that the implementation of this agreement be started within the cooling-off period and you agree that precontractual or contractual information may be provided through a durable data carrier other than paper.

The right to withdraw does not apply to financial services, the price of which is subject to financial market fluctuations over which the provider has no control and that may occur during the cooling-off period.

## Article 22 – Codes of conduct

KBC Bank has endorsed the Belgian code of conduct for good banking relationships, a Febelfin initiative. You can view the full text or download it at [www.goedebankrelatie.be](http://www.goedebankrelatie.be) (in Dutch) or [www.bonnerelationbancaire.be](http://www.bonnerelationbancaire.be) (in French), and can view other codes of conduct that the bank has signed up to at [www.febelfin.be/gedragscodes](http://www.febelfin.be/gedragscodes) (in Dutch) or [www.febelfin.be/fr/codes-de-conduite](http://www.febelfin.be/fr/codes-de-conduite) (in French).

You confirm that, prior to signing this agreement, you went through it with your private banker in its entirety and that you understand it.



## KBC Private Banking - Global Service Agreement

### Personal section

All details needed to identify the relevant party must be stated here.

**client number** \_\_\_\_\_

- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- street and number \_\_\_\_\_
- postcode and town/city \_\_\_\_\_
- telephone \_\_\_\_\_
- gsm \_\_\_\_\_
- fax \_\_\_\_\_
- e-mail \_\_\_\_\_

**('I')**

### OR Partnership – unincorporated association – entity with joint ownership of property *with more than two members*

name \_\_\_\_\_

street and number \_\_\_\_\_

postcode and town/city \_\_\_\_\_

Represented by:

- first name and surname \_\_\_\_\_
- position \_\_\_\_\_
- street and number \_\_\_\_\_
- postcode and town/city \_\_\_\_\_
- telephone \_\_\_\_\_
- gsm \_\_\_\_\_
- fax \_\_\_\_\_
- e-mail \_\_\_\_\_

#### Your contact

KBC B ANALYTICS & PROJECTEN PA RB - LEUBRUST - - - Belgium

10/18

- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_

- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_

(I)

## OR Legal person

name \_\_\_\_\_  
 registered office \_\_\_\_\_  
 street + number reg. office \_\_\_\_\_  
 postcode + town/city reg. office \_\_\_\_\_  
 company number \_\_\_\_\_  
 Represented by \_\_\_\_\_

- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_

- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_
- first name and surname \_\_\_\_\_  
 position \_\_\_\_\_  
 street and number \_\_\_\_\_  
 postcode and town/city \_\_\_\_\_  
 telephone \_\_\_\_\_  
 gsm \_\_\_\_\_  
 fax \_\_\_\_\_  
 e-mail \_\_\_\_\_

Primary contact person  
first name and surname \_\_\_\_\_

(1)

## Personal decisions

### ☐ choice between the investment advisory service and asset management at KBC Asset Management NV

My preference is for:

- ☐ Investment advice at KBC Bank NV
- ☐ Asset management at KBC Asset Management NV
- ☐ I choose none of the above (provided the addendum is signed).

### ☐ non-standard investment strategy per portfolio

I choose the following investment strategy for my portfolio(s): *only one option is possible per portfolio*

portfolio number	non-standard investment strategy
<i>if already known, leave blank otherwise</i>	<i>choose: - 100% liquidities - highly defensive - 100% bonds - defensive - dynamic - highly dynamic - 100% shares</i>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

### ☐ fee

#### ☐ fixed annual service fee

amount: **800** euros excluding VAT ( **968** euros including VAT)

date fee first charged: 

---

account to be debited: 

---

☐ **fees for extended share service** as described in the general section of this Private Banking Global Service Agreement

☐ **advisory fee** (excluding transaction charges)

An advisory fee of 0,65 % (excl. VAT) on the value of your shares <sup>1</sup> for share advice and order execution support during the trading hours of EURONEXT Brussels.

<sup>1</sup> including Belgian Regulated Real Estate Companies ('RREC') and Exchange-traded Funds ('ETF').

☐ **all-in fee:** advisory fee + transaction charges

A fee of 1 % on the value of your shares <sup>1</sup> for share advice and order execution support during the trading hours of EURONEXT Brussels. This fee also includes the charges for share transactions.

<sup>1</sup> including Belgian Regulated Real Estate Companies ('RREC') and Exchange-traded Funds ('ETF').

To be applied to the following portfolio(s):

portfolio number	account to be debited <small>IBAN</small>

The fees mentioned above may be subject to change. The most recent rates can always be found in the Overview of rates in the framework of investments in Private Banking on the KBC website (search term: fee transparency). I accept that the discounts mentioned are based on the current status of my relationship with KBC Private Banking. KBC Bank may amend or withdraw these discounts at any time. They are accordingly temporary in nature.

☐ **informed investor declaration - according to Luxembourg law**

☐ I declare that

- I elect to acquire the status of 'well-informed investor' with a view to possible investment in specialised investment funds as defined in the Luxembourg Act of 13 February 2007 governing specialised investment funds ('specialised investment funds');
- I have been informed that my status means I allow investments in specialised investment funds. Specialised investment funds require a minimum investment of 125 000 euros;
- I agree that shares or units in specialised investment funds can only be delivered to and held in a custody account at KBC Bank;
- I agree that shares or units in specialised investment funds can only be transferred (including on death) to persons who have elected the status of well-informed investor.

☐ I declare that I elect not to acquire the status of 'well-informed investor'.

☐ **limitation of advisory portfolios**

I choose for KBC Bank not to give any specific investment advice on the following fixed investments such as bonuses distributed in the form of shares by my employer or shares in undertakings in which I hold a directorship. KBC Bank will therefore disregard those fixed investments in its investment advice and periodic suitability assessments.

☐ **investment profile of usufructuary(ies)**

By way of exception to Article 4, we, naked owners and usufructuary(ies), elect to base the relevant investment profile on information pertaining to the usufructuary(ies). The investment strategy can also be determined by the usufructuary(ies) in this case. The investment profile is signed only by the usufructuary(ies).



☐ **transfer of accounts**

I hereby instruct KBC Bank to transfer from my current KBC Bank branch to KBC Private Banking branch such accounts and products of which I am the holder or policyholder and which I communicated to my private banker.

branch number \_\_\_\_\_ in \_\_\_\_\_

☐ **power of attorney**

I confer power of attorney on the following agent(s) to engage in the following acts in my name and for my account:

- to receive the relevant investment advice;
- to receive and sign for receipt and/or agreement portfolio reports and all documents issued pursuant to this agreement;
- in joint consultation with KBC Bank to make changes to this agreement according to Article 1 hereof, other than as regards the unauthorised acts listed below.

Agent(s) holding power of attorney cannot:

- grant power of attorney to a third party or delegate their own powers;
- alter my investment profile.

I can expressly revoke or rescind the power of attorney according to the General Banking Terms & Conditions. Revocation of this power of attorney does not in any way affect other powers of attorney that I have authorised.

I acknowledge that this power of attorney can only be conferred on those to whom I have granted a general or special power of attorney over one or more of my KBC Custody Accounts and KBC Investor's Accounts including power to negotiate securities.

If, in the list of completed transactions or where new orders are to be carried out, there are savings- or investment-type insurance policies in my name, I have to co-sign these as policyholder unless I have invested the following agent(s) with a power of attorney also applying to savings- and investment-type insurance.

I undertake to revoke this power of attorney at the time at which the aforementioned powers of attorney come to an end.

Each of the following agents holding power of attorney can act alone unless otherwise provided in the aforementioned powers of attorney.

Name of agent(s) holding power of attorney:

- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_
- first name and surname \_\_\_\_\_

☐ **insider trading**

Personal circumstances may result in my being in possession of inside information and, hence, being subject to statutory market abuse rules (including where there might be one or more listed companies with which I maintain professional relations or for which I work). I therefore elect to receive no more than investment advice on them and to subscribe to undertakings for collective investment (UCIs) given that I can exercise no influence on investment decisions taken by a UCI or by its fund managers and analysts. KBC Bank and I agree that the provisions in the general section of this agreement dealing with investment recommendations are inapplicable to me. If necessary, KBC Bank will inform the FSMA of this contractual arrangement, such as in connection with an FSMA investigation, including one into my statutory compliance.

I acknowledge that, together with my private banker, I have fully examined and understood the agreement before signing it. I acknowledge that the general section and the personal section together form a single agreement.

Signed in two originals, each party acknowledging having received one.

**Signature**

done on \_\_\_\_\_

- |  |                              |
|--|------------------------------|
| <input type="radio"/> at the customer's home | street and number _____      |
|  | postcode and town/city _____ |
| <input type="radio"/> in KBC agency          | street and number _____      |
|  | postcode and town/city _____ |
| <input type="radio"/> elsewhere              | street and number _____      |
|  | postcode and town/city _____ |

**KBC Bank representative**

\_\_\_\_\_

**client(s)**

\_\_\_\_\_